

BIDDER INSTRUCTIONS

WASHINGTON STATE FERRIES

M. V. SPOKANE DRYDOCKING

CONTRACT NO. 00-7066

BIDDER INSTRUCTIONS

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1. INTRODUCTION

The 2001 Washington State Legislature passed Substitute House Bill 2221, which became effective on July 22, 2001. The Bill authorizes Washington State Ferries, a division of Washington State Department of Transportation (hereinafter called "WSF") to negotiate contracts for any amount, without bid, for single source contracts for vessel dry dockings when there is clearly and legitimately only one available bidder to conduct drydock related work for a specific class or classes of vessels. The Bill is codified at RCW 47.56.030(1)(b).

Pursuant to the statute, WSF issued a Request For Information (RFI) to establish drydock availability in the Puget Sound area for the various classes of WSF Vessels. Through this process, WSF has determined that Todd Pacific Shipyards Corp. is the only shipyard that is available to drydock a Jumbo Mark I Class ferry, including the M.V. Spokane. Accordingly, WSF issues this single source Invitation For Bid (IFB) and Bid Package for the following described project:

The Contract Work consists of the following repairs to the ferry M.V. Spokane: U.S. Coast Guard credit drydocking; includes spot prep and paint vessel's hull; install walkoff mats; inspection of propeller shaft Cooper Bearing; install data logging steering system; install deck drain hatch; install non-slip grit plates; and other related work, as specified in the IFB Technical Specifications. The vessel is 440'0" x 87'0", and carries 206 vehicles and 2000 passengers. All of the work must be performed within Puget Sound, Washington during the period of January 30 – February 10, 2006.

The project work shall hereinafter be called the "Contract Work". A more detailed description of such Contract Work is provided in the IFB Special Provisions. As used elsewhere in the IFB, the terms "State" and "Contracting Agency" shall have the same meaning as "WSF".

1 **2. BID DUE DATE**

2
3 **The closing date for receipt of the initial bid is 11:15 a.m. on Tuesday, December**
4 **13th, 2005.** See Section 17 for additional information regarding the bid opening.
5

6
7 **3. PREQUALIFICATION**

8
9 **A. Standard Prequalification**

10
11 The prequalification process for WSF's Public Works Contracts is governed
12 by Washington Administrative Code (WAC) Chapter 468-310 et. seq., copies
13 of which will be supplied upon request from the WSF Contracts Coordinator
14 (see Section 4 herein for address and phone number). Prequalification
15 questions may be addressed to the WSF Contracts Coordinator.
16

17 Before being furnished a Bid Form (informational copy enclosed), a
18 prospective bidder must be prequalified at the appropriate financial level
19 under WAC 468-310-050 for Class 82 work, "Drydocking and Hull Repairs".
20 A prospective bidder will not be given a Bid Form unless such bidder has
21 submitted its Standard Prequalification Questionnaire and Financial
22 Statement, and has received a WSF Certification of Prequalification, prior to
23 the Bid Due Date. Standard Prequalification application forms are available
24 upon request from the WSF Contracts Coordinator.
25

26 Alternatively, for a project valued at \$80,000 or less, a prospective bidder
27 may submit a one-time, project specific Contractor Prequalification
28 Questionnaire and Affidavit for Region Ad and Award Contracts, subject to
29 the procedural requirements described herein.
30

31 The Questionnaire (Standard or \leq \$80,000) enables WSF to decide whether or
32 not the bidder is qualified to perform ship repair and/or construction work.
33 The Questionnaire shall be sworn to before a person authorized to take oaths.
34

35 On the basis of the Questionnaire, WSF will either specify the type and
36 amount of work it considers the prospective bidder prequalified to perform or
37 advise the prospective bidder of the reasons they failed to be prequalified. To
38 remain prequalified under the Standard Prequalification requirements, the
39 bidder must submit an updated Questionnaire once a year and supplements
40 whenever required by WSF.
41

42 A submittal deadline applies to any prospective bidder not prequalified or
43 from whom a supplemental Questionnaire is due. To receive consideration
44 for issuance of a Bid Form on a specific project, the Questionnaire (or

1 supplement) must be received by WSF no less than fifteen (15) days prior to
2 the scheduled Bid Due Date, unless otherwise specified by WSF.

3
4 WSF may withdraw a bidder's prequalification or reduce its amount if:
5

- 6 1. The extent of other work the bidder has under contract (WSF or
7 otherwise) justifies such action, or
8
- 9 2. Past or present work on a WSF contract has been less than satisfactory.
10

11 If a bidder's Questionnaire does not contain sufficient information, WSF may
12 refuse to provide a Bid Form and disregard any bid submitted. After opening
13 bids, WSF may decide that a prequalified bidder is not responsible and may
14 refuse to accept the bid on that basis. Such a refusal will be conclusive unless
15 the bidder appeals within five days to the Superior Court of Thurston County.
16 Any appeal shall be heard within ten days after it is filed and shall provide at
17 least five days' notice to WSF.
18

19 The bidder shall ensure that the combination of the bid amount and other
20 contract work with WSF does not exceed the prequalification amount. If this
21 combination does exceed the prequalification amount, WSF may determine
22 the bidder to be not responsible and refuse to award a contract.
23

24 Two or more prospective bidders may, in a joint venture, prequalify and bid
25 jointly on a single contract. Each shall have filed a "Standard Questionnaire
26 and Financial Statement". Together they shall also file a standard form of
27 "Individual Project Statement of Joint Venture" and a joint venture agreement
28 in a form acceptable to WSF.
29

30 To bid jointly on a continuous joint venture on more than one contract, two or
31 more prospective bidders shall submit:
32

- 33 1. A "Standard Prequalification Questionnaire and Financial Statement"
34 compiled for the joint venture;
35
- 36 2. A "Standard Prequalification Questionnaire and Financial Statement"
37 for each member (if WSF has no copy on file); and
38

3. A copy of the "Joint Venture Agreement" signed by each member of the joint venture and naming each person authorized to sign documents on its behalf. (If any member is a corporation, a corporate resolution shall accompany the agreement. This resolution shall authorize the joint venture agreement and name the officer(s) authorized to sign the joint venture agreement or contract on behalf of the corporation.)

WSF will treat the continuing joint venture as a new firm and decide its prequalification on that basis.

Any joint venture and each of its members is subject to the Non-Responsibility Section herein.

4. IFB PACKAGE AND INTERPRETATION

Copies of the IFB Package may be purchased for the **non-refundable** fee of \$25.00 each by contacting:

Mailing and Pick-up Address: (NW Corner of Third & Broad)

Washington State Ferries
2901 3rd Avenue, Ste. 500
Seattle, Washington 98121-3014

Attn.: Eileen Parks / Contracts Coordinator
Phone: (206) 515-3603
Fax: (206) 515-3605
E-Mail: parks@wsdot.wa.gov
(cc: olson@wsdot.wa.gov)

To facilitate timely responses, WSF will accept questions during the bid process only from the prospective bidder (i.e., prime contractor). WSF will not accept, and has no obligation to respond to, inquiries from subcontractors or suppliers. The prospective bidder should submit each question by both telefax and e-mail only, to WSF's Contracts Coordinator (see above). The prospective bidder should also send a courtesy copy (cc) of each e-mailed question to a second WSF Contracts Coordinator, as indicated above. If there is any discrepancy between the faxed and e-mailed versions of a question, then the faxed version will control. Questions must be submitted soon enough to allow: (i) development and issuance of a written response; and (ii) consideration of the response by the prospective bidder before submission of a bid.

1 Additionally, if the prospective bidder requires an explanation, clarification, or
2 interpretation of any part of the Contract Documents, it may submit to the WSF
3 Contracts Coordinator a written request for an interpretation thereof. All requests for
4 interpretation are subject to the inquiry limitations specified in the preceding
5 paragraph. WSF will not be responsible for any other explanations or interpretations
6 of the Contract Documents. Oral explanations, interpretation, or instructions given
7 by anyone before award of the Contract will not be binding on WSF.
8

9 Any information given to the prospective bidder concerning any of the Contract
10 Documents will be furnished to the prospective bidder as an IFB Addendum if WSF
11 deems that information to be necessary in submitting the bid.
12

13 14 **5. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK**

15
16 The bidder shall carefully examine the Contract Documents and the Bid Form.
17 Submittal of a bid shall be conclusive evidence that the bidder has made its
18 examination and understands all requirements for the performance of the Contract
19 Work. The bidder further warrants, agrees and acknowledges by submitting a bid that
20 it:
21

- 22 A. Has taken steps reasonably necessary to ascertain the nature and scope of the
23 Contract Work; and understands that failure to do so will not be justification
24 for a Change Order, protest or claim against WSF;
25
- 26 B. Has investigated and satisfied itself as to the general and local conditions
27 which can affect the Contract Work or its cost, including but not limited to:
28
 - 29 1. Conditions bearing upon acquisition, transportation, disposal, handling,
30 and storage of materials;
 - 31
 - 32 2. The availability of labor, materials, water, electric power, access roads
33 and parking;
 - 34
 - 35 3. Uncertainties of weather, tides, wind, or similar physical conditions at
36 the work site; and
 - 37
 - 38 4. The character of equipment and facilities needed preliminary to and
39 during performance of the Contract Work.
 - 40
- 41 C. Has satisfied itself as to the adequacy of time allowed for the completion of
42 the Contract Work;
43

1 D. Has not discovered any patent ambiguities, other than those identified in
2 writing to WSF, that would be discovered by a prudent contractor in preparing
3 its bid; and
4

5 E. Has read, fully understands and intends to sign the Contract, without
6 modification.
7

8 Any failure of the bidder to take the actions acknowledged above shall not relieve the
9 bidder from responsibility of estimating properly the difficulty and cost of
10 successfully performing the Contract Work, or from proceeding to successfully
11 perform the Contract Work without additional expense to WSF.
12

13 The bidder agrees that WSF shall not be liable to it on any claim for additional
14 payment or additional time or any claim whatsoever if the claim directly or indirectly
15 results from the bidder's failure to investigate and familiarize itself sufficiently with
16 the conditions under which the Contract is to be performed.
17

18 The bidder shall be familiar and comply with all Federal, State, and Local laws,
19 ordinances, and regulations which might affect those engaged in the Contract Work.
20 WSF will not consider any plea of misunderstanding or ignorance of such
21 requirements.
22

23 Bid prices shall reflect what the bidder anticipates to be the cost of completing the
24 work, including methods, materials, labor, and equipment. Except as the Contract
25 may provide, the bidder shall receive no payment for any costs that exceed those in
26 the bid prices.
27

28 The prospective bidder is advised that projects with work on or adjacent to water may
29 require insurance coverage in compliance with:
30

31 A. The Longshoremen's and Harbor Worker's Compensation Act (administered
32 by U.S. Department of Labor), and/or
33

34 B. The State Industrial Insurance (administrated by the Washington State
35 Department of Labor and Industries).
36

37 The Contractor shall bear all cost for such insurance, as provided in: (i) Section 1-
38 07.10, Worker Benefits, of the Standard Specifications for Road, Bridge and
39 Municipal Construction of the State of Washington – English; and/or (ii) the
40 Contract.
41

1 No Claim shall be allowed because of any ambiguity in the Contract if:

2
3 A. The bidder discovers an ambiguity but fails to notify WSF; or

4
5 B. The bidder failed to discover a patent ambiguity that would be discovered by
6 a reasonably prudent contractor in preparing its bid.

7
8 For an explanation or interpretation of the bid documents, please refer to the IFB
9 Package and Interpretation Section herein.

10
11
12 **6. BID FORM**

13
14 At the request of the bidder, if it is prequalified, WSF will provide a Bid Form for
15 any project on which the bidder is eligible to bid. The Bid Form will identify the
16 project and its location and describe the work. It will also list estimated quantities,
17 units of measurement, the items of work, and the materials to be furnished at the unit
18 bid prices. The bidder shall complete spaces on the Bid Form that call for unit
19 prices, extensions, the total bid amount, signatures, date, acknowledgment of
20 Addenda, and the bidder's address. The required certifications are included as part of
21 the Bid Form.

22
23
24 **7. ESTIMATED QUANTITIES**

25
26 The quantities shown in the Bid Form and the Contract forms are estimates and are
27 stated only for bid comparison purposes. WSF does not warrant expressly or by
28 implication, that the actual quantities of work will correspond with those estimates.
29 Payment will be made on the basis of the actual quantities of each item of work
30 completed in accordance with the Contract requirements.

31
32
33 **8. PREPARATION OF BID**

34
35 The bid shall be submitted only on the Bid Form furnished by WSF and shall be
36 signed by the bidder. This official Bid Form will be furnished to the bidder, if
37 prequalified by WSF as required for this project. All prices, acknowledgments, and
38 signatures shall be legibly entered in the spaces provided on the Bid Form, typed or in
39 ink, and without alteration.

40
41 A sample Bid Form is enclosed herewith. This sample form is for the bidder's
42 guidance only, and is not to be used for bidding, unless otherwise approved in writing
43 by WSF.

1 Bid prices shall reflect what the bidder forecasts to be the cost of completing the
2 Contract Work at the time of performance, including methods, materials, labor and
3 equipment. There will be no adjustment in the Total Contract Price due to either
4 upward or downward changes in the rate of inflation. The bidder must project any
5 changes in cost/price during the term of the Contract and include such projection in
6 its bid price. Except as the Contract may provide, the bidder shall receive no
7 payment for any costs that exceed those in the bid prices.
8

9 Any unit price that is left blank or does not contain numeric figures will be
10 considered no charge for that bid item. The extension for that bid item will also be
11 treated as no charge and reflected as such in the total contract price regardless of what
12 has been placed in the extension column.
13

14 All prices shall be in legible figures (not words) written in ink or typed. The bid shall
15 include:
16

- 17 A. A unit price for each item (omitting digits more than four places to the right of
18 the decimal point);
19
- 20 B. An extension for each unit price (omitting digits more than two places to the
21 right of the decimal point); and
22
- 23 C. The total contract price (the sum of all extensions).
24

25 In the space provided on the signature sheet, the bidder shall confirm that all IFB
26 Addenda have been received.
27

28 The bidder shall submit a completed "Disadvantaged, Minority or Women's Business
29 Enterprise Certification" if it applies.
30

31 The bidder shall submit with the bid a list of:
32

- 33 A. Subcontractors who will perform the work of heating, ventilation and air
34 conditioning, plumbing as described in Chapter 18.106 RCW and electrical as
35 described in Chapter 19.28 RCW; and
36
- 37 B. The work those subcontractors will perform on the Contract.
38

39 The bidder shall not list more than one subcontractor for each category of work
40 identified, except, when subcontractors vary with bid alternates, in which case the
41 bidder shall identify which subcontractor will be used for which alternate. If no
42 subcontractor is listed, the bidder acknowledges that it does not intend to use any
43 subcontractor to perform those items of work;
44

1 The bid shall be signed by the corporate officer or Officers having authority to open
2 it.

3
4
5 **9. SALES OR USE TAX**
6

7 In accordance with RCW 82.08.0285 and 82.12.0279, Washington State sales or use
8 taxes shall not be included in any bid prices since neither sales nor use taxes are
9 applicable to: sales of ferry vessels to the State of Washington for transportation
10 within or outside territorial waters; sales of tangible property which becomes a
11 component part of such vessels; and sales or charges for labor or services rendered in
12 the construction or improving such vessels. WSF will provide any available
13 Exemption Certificate to the successful bidder, upon request.
14

15
16 **10. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**
17

18 Currently, a Minority and Women-owned Business Enterprise (MWBE) goal is under
19 review at the Office of Equal Opportunity. WSF will advise all bidders of the
20 MWBE goal status by IFB Addendum. Please refer to **Exhibit "A"**, MWBE
21 Participation, attached hereto and by this reference incorporated herein.
22
23

24 **11. BID SECURITY**
25

26 The bid shall be accompanied by Bid Security equal to at least five percent (5%) of
27 the Total Bid Price, as shown on the Bid Form. Bid Security shall be in the form of
28 (i) cash, a certified check, cashier's check, or project Bid Bond, or (ii) an annual Bid
29 Bond. Checks shall be payable to Washington State Ferries.
30

31 The Bid Security shall be submitted as evidence of good faith and as a guarantee that,
32 if awarded the Contract, the bidder will execute and deliver the Contract and provide
33 the required Contract Security. Failure to furnish the required Bid Security shall
34 make the bid nonresponsive and shall cause the bid to be rejected by WSF.
35

36 If a project or annual Bid Bond is selected, it must be submitted on a Bid Bond form
37 furnished or approved by WSF and signed by the bidder and its surety. A Bid Bond
38 shall not be conditioned in any way to modify the required five percent (5%) amount.
39 The surety shall: (i) be registered with the Washington State Insurance
40 Commissioner; and (ii) appear on the current Authorized Insurance List in the State
41 of Washington published by the Office of the Insurance Commissioner. See Section
42 26, Return of Bid Security, for related information.
43

Should the bidder fail to enter into the enclosed Contract with WSF and furnish satisfactory Contract Security within the time period specified, the Bid Security shall be forfeited as liquidated damages, unless WSF approves a delay in writing.

12. (Vacant)

13. DELIVERY OF BID

The bid must be submitted in a sealed envelope, together with the required Bid Security, properly addressed as follows:

Mailing and Delivery Address: (NW Corner of Third & Broad)

Washington State Ferries
2901 3rd Avenue, Ste. 500
Seattle, Washington 98121-3014

Attn: Legal Services / Contracts Department

RE: BID FOR M. V. SPOKANE DRYDOCKING CONTRACT

The bidder is advised that the Contract and Contract Security should **not** be executed at the time of submitting a bid.

14. PROPRIETARY DATA

Any document(s) or information which the bidder believes is exempt from public disclosure (RCW 42.17.310) shall be clearly identified by the bidder and placed in a separate envelope marked with the IFB project name, the bidder's name, and the words "Proprietary Data" along with a statement of the basis for such claim of exemption. WSF's sole responsibility shall be limited to maintaining the above data in a secure area and to notify such bidder of any request(s) for disclosure within a period of five (5) years from the award date. Failure to so label such materials, or failure to provide a timely response after notice of request for public disclosure has been given, shall be deemed a waiver by the bidder of any claim that such materials are, in fact, so exempt.

Notwithstanding such limitations, the bid submitted under this IFB shall be considered confidential until WSF has awarded the Contract.

15. ALTERATIONS, MISREPRESENTATIONS

1
2 Except as otherwise provided herein, if the bid is incomplete, conditioned in any way,
3 contains alterations or items not called for on the Bid Form, or is not in conformity to
4 the law, it will be rejected as non-responsive. Additionally, the bidder shall not
5 misrepresent its Prequalification status, the amount of its bid, or its ability to perform
6 the Contract Work. Misrepresentation may be cause for: (i) rejection of a bid; (ii)
7 cancellation of Contract award; or (iii) termination of the Contract.
8
9

10 **16. WITHDRAWAL OR REVISION OF BID**

11
12 After submitting the bid to WSF, the bidder may withdraw or revise it if:

- 13
14 A. The bidder submits a written request signed by an authorized person; and
15
16 B. WSF receives the request before the Bid Due Date.
17

18 The original bid may be revised and resubmitted as the official bid if WSF receives it
19 before the Bid Due Date.
20
21

22 **17. PUBLIC OPENING OF BID**

23
24 The bid will be publicly opened and read on the Bid Due Date specified in Section 2
25 herein, unless the Bid Due Date has been delayed or canceled. The Bidder, any
26 authorized agent(s), and other interested parties are invited to be present.
27

28 The bid opening shall be held at WSF's administrative offices located at 2901 3rd
29 Ave. in downtown Seattle unless otherwise specified by WSF.
30
31

32 **18. IRREGULAR BID**

- 33
34 A. The bid **will** be considered irregular and **will** be rejected by WSF if:
35
36 1. The bidder is not prequalified;
37
38 2. The Bid Form furnished or authorized by WSF is not used, or is altered;
39
40 3. The completed Bid Form contains any unauthorized additions, deletions,
41 a alternative bid, or conditions;
42
43 4. The bidder adds any provisions reserving the right to reject or accept the
44 award, or enter into the Contract;
45

5. A price per unit (if applicable) cannot be determined from the bid;
6. The Bid Form is not properly executed;
7. The bidder fails to submit or properly complete the Bid Form Attachments; or
8. The bid does not constitute a definite and unqualified offer to meet the material terms of the IFB.

B. The bid **may** be considered irregular and **may** be rejected by WSF if:

1. WSF deems any of the bid prices to be excessively unbalanced, either above or below the amount of a reasonable bid for the item of work to be performed, to the potential detriment of WSF;
2. Receipt of Addenda is not acknowledged on the Bid Form; or
3. Bid entries are not legibly typed or made in ink.

19. NON-RESPONSIBILITY

A. WSF, at its discretion, **may** reject the bid if it determines that the bidder is not responsible for any of the following reasons:

1. The bidder is not prequalified for the work or to the full extent of the bid;
2. An unsatisfactory performance record exists based on past or current WSF or WSDOT work;
3. There is uncompleted work (WSF or otherwise) which might hinder or prevent the prompt completion of the Contract Work;
4. The bidder fails to pay or settle bills for labor or materials on past or current contracts;
5. The bidder has failed to complete a written public contract, or has been convicted of a crime arising from a previous public contract;
6. The bidder is unable, financially or otherwise, to perform the Contract Work;
7. The bidder is not authorized to do business in the State of Washington; or

- 1
2 8. There are any other reasons deemed proper by WSF.
3
4

5 **20. PRE-AWARD INFORMATION**
6

7 Before awarding the Contract, WSF may require one or more of these items or
8 actions of the apparent successful bidder:
9

- 10 A. A complete statement of the origin, composition, and manufacture of any or
11 all materials to be used;
12
13 B. Samples of these materials for quality and fitness tests;
14
15 C. A breakdown of costs assigned to any bid item;
16
17 D. Attendance at a conference with WSF or its representatives;
18
19 E. A progress schedule showing the order of and time required for various
20 phases of Contract Work; and/or
21
22 F. Any other item or action deemed appropriate by WSF to complete the bid
23 evaluation.
24

25
26 **21. CONSIDERATION OF BID**
27

- 28 A. After opening and reading the bid, WSF will verify the bid for correctness of
29 form, compliance with bid terms set forth herein, and the extensions and totals
30 of the unit prices. WSF may reject the bid or disqualify the bidder for those
31 reasons set forth herein. If a discrepancy exists between the price per unit and
32 the extended amount of any bid item, the price per unit will control. The total
33 of extensions, corrected where necessary, will be used by WSF for bid
34 evaluation, and to determine the amount of the Contract Bond.
35
36 B. WSF reserves the right to: waive informalities in the bidding process, accept
37 the bid with or without further negotiation (see "Award of Contract" Article,
38 below); reject the bid (see next paragraph); revise or cancel the Contract Work
39 to be performed; or to do the Contract Work otherwise, if in its sole judgment,
40 the best interest of WSF is served thereby.
41
42 C. The Bidder is notified that WSF reserves the right to reject a bid, without
43 cause or for any reason, including rejection where the bid exceeds WSF's
44 good faith estimate by an unreasonable amount. In the event that a bid is

rejected, the project may be deferred indefinitely for re-advertisement, or otherwise.

22. AWARD OF CONTRACT

- A. The Contract Award amount will be the TOTAL BID PRICE as shown on the Bid Form, subject to possible subsequent negotiation between the bidder and WSF. If WSF deems such negotiation is necessary or prudent to achieve an acceptable TOTAL BID PRICE, it shall promptly notify the bidder.
- B. Unless the bid is rejected, WSF intends to award the Contract within three (3) calendar days after the Bid Due Date; **Provided**, the bid shall remain in effect for ninety (90) calendar days after the Bid Due Date. Upon mutual consent of the apparent successful bidder and WSF, this period may be extended. If the apparent successful bidder and WSF cannot agree on an extension, WSF reserves the right to reject the bid. WSF will notify the successful bidder in writing when it has been awarded the Contract.

23. EXECUTION OF CONTRACT

- A. The successful bidder shall return the signed Contract, and the required evidence of insurance and Contract Security by the due date specified in the IFB Schedule. Before execution of the Contract by WSF, the successful bidder shall provide any pre-award information WSF may require under the Pre-Award Information section herein.
- B. Until WSF signs the Contract, the bid shall not bind WSF, nor shall any Contract work begin. The Contractor shall bear all risks for any Contract work begun and for any materials ordered before the Contract is signed by WSF.
- C. If the bidder experiences circumstances beyond its control that prevents return of the Contract Documents within the specified number of days after the award date, WSF may grant additional calendar days for return of the Documents, provided WSF deems the circumstances warrant it.

24. CONTRACT SECURITY

As required by Revised Code of Washington ("RCW") 39.08, a bond and/or alternate form(s) of Contract Security shall be provided by the Contractor in an amount adequate to protect one hundred percent (100%) of WSF's exposure to loss associated with the Contract.

1
2 All proposed alternate form(s) of Contract Security must be delivered to the WSF
3 Contracts Coordinator for approval no later than five (5) working days before the Bid
4 Due Date. If WSF and the Contractor cannot agree as to the form of Contract
5 Security prior to the Bid Due Date, WSF reserves the right to reject the proposed
6 security.

7
8 If the successful bidder provides an executed Contract Bond (or Performance Bond
9 plus Payment Bond) form of Contract Security, the Bond(s) shall:

- 10
11 A. Be on a WSF-furnished form(s), sample copies of which are included in the
12 IFB package;
13
14 B. Be signed by an approved surety (or sureties) that:
15
16 1. Is registered with the Washington State Insurance Commissioner; and
17
18 2. Appears on the current Authorized Insurance List in the State of
19 Washington published by the Office of the Insurance Commissioner;
20
21 C. Be conditioned upon the faithful performance of the Contract by the
22 Contractor within the prescribed time; and
23
24 D. Guarantee that the surety shall indemnify, defend, and protect WSF against
25 any claim of direct or indirect loss resulting from the failure:
26
27 1. Of the Contractor (or any of the employees, subcontractors, or lower
28 tier subcontractors of the Contractor) to faithfully perform the
29 Contract; or
30
31 2. Of the Contractor (or the subcontractors or lower tier subcontractors of
32 the Contractor) to pay all laborers, mechanics, subcontractors, lower
33 tier subcontractors, materialperson, or any other person who provides
34 supplies or provisions for carrying out the work.
35

36 WSF may require sureties or surety companies on the Contract Bond to appear and
37 qualify themselves. Whenever WSF deems the surety or sureties to be inadequate, it
38 may, upon written demand, require the Contractor to furnish additional surety to
39 cover any remaining work. Until the added surety is furnished, payments on the
40 Contract will stop.

41
42 A more complete discussion of Contract Security is set forth in the IFB "Special
43 Provisions".
44
45

1 **25. FAILURE TO EXECUTE CONTRACT**

2
3 Failure to return evidence of insurance and approved Contract Security with the
4 signed Contract as required herein, or failure to provide Disadvantaged, Minority or
5 Women's Business Enterprise information if required in the Contract, or failure or
6 refusal to sign the Contract shall result in forfeiture of Bid Security. If this should
7 occur, WSF may then award the Contract to the responsive and responsible bidder
8 who offers WSF the second lowest TOTAL BID PRICE, or reject all remaining bids.
9 If the second lowest responsible bidder fails to return the required documents as
10 stated above within the time provided after award, the Contract may then be awarded
11 successively in a like manner to the remaining lowest responsive and responsible
12 bidders until the above requirements are met or the remaining bids are rejected.
13

14
15 **26. RETURN OF BID SECURITY**

16
17 All Bid Security will be held until the executed Contract and the Contract Security
18 have been provided to WSF. At such time, the Bid Security in the form of cash or
19 checks not subject to forfeiture, shall be returned. Bid Bonds shall be returned upon
20 request.
21

22
23 **27. PROTEST PROCEDURES**

24
25 **A. Form and Substance**

26
27 All bidder protests regarding any contents or portion of this Bid Package must
28 be submitted to WSF as soon as possible after the bidder/protestant becomes
29 aware of the reason(s) for the protest. All protests must be in writing and
30 signed by the bidder/protestant or an authorized agent. Such writing must
31 state all facts and arguments on which the bidder/protestant is relying as the
32 basis for its action. Such bidder/protestant shall also attach, or supply on
33 demand by WSF, any relevant exhibits referenced in the writing. All protests
34 shall be directed to:
35

36 Washington State Ferries
37 2901 3rd Avenue, Ste. 500
38 Seattle, Washington 98121-3014

39 Attn.: Mr. Tim McGuigan,
40 Director of Legal Services and Contracts
41 Phone: (206) 515-3601
42 Fax: (206) 515-3605
43

44 **B. Pre-award Protests**

1
2 To allow sufficient response time, all pre-award protests must be received by
3 WSF no later than 3:00 p.m. of the second business day starting the next day
4 after the Bid Due Date. If the protest is mailed after the Bid Due Date and
5 before the pre-award protest deadline, the bidder/protestant shall immediately
6 notify WSF's Director of Legal Services and Contracts by telephone, or some
7 other means of rapid communication, that a protest has been made.
8

9 WSF shall consider all the facts available to it, and issue a decision in writing
10 within five (5) business days after receipt of the protest, unless, in WSF's sole
11 discretion, more time is needed. The bidder/protestant whom the protest is
12 will be notified if a longer time is necessary; and if the additional time
13 required affects the Bid Due Date or the award date, the bidder shall be
14 notified.
15

16 WSF's decision shall be final and conclusive. Selection of the successful
17 bidder, if one is to be made, will be postponed until after WSF has issued its
18 decision.
19

20
21 **28. PRE-IFB REPRESENTATIONS**
22

23 All project information previously provided by WSF to interested parties, whether
24 verbal or in writing, is superseded by the contents of this IFB and all Addenda
25 thereto. WSF shall not be liable to any party for: (i) any prior representations made
26 by WSF or its agents; or (ii) the contents of any preliminary documents issued prior
27 to this IFB.
28

29
30 **29. PREPARATION COSTS**
31

32 WSF shall not be liable to the bidder for its bid preparation costs or any other direct
33 or indirect costs arising from a response to this IFB.
34
35
36

(END)